

The 17th November, 1977

No. 17917-4Lab-77/29618.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s. Bawa Iron and Steel Works Ltd., Sonapat.

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK

Reference No. 43 of 1976

between

SHRIMATI CHHATO DEVI, WORKWOMAN AND THE MANAGEMENT OF M/S. BAWA IRON
AND STEEL WORKS LTD., SONEPAT

AWARD

By order No. ID/RK/363-A-76/20405, dated 15th June, 1976, the Governor of Haryana referred the following dispute between the management of M/s. Bawa Iron and Steel Works Ltd., Sonapat and its workwoman Smt. Chhoto Devi to this Court for adjudication, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of service of Smt. Chhoto Devi was justified and in order ? If not, to what relief is she entitled ?

The parties put in their appearance in this Court in response to the usual notices of reference sent to them and filed their pleadings.

The workman alleged,—*vide* claim statement filed by her in conformity with the notice of demand served by her on the management, that the management illegally terminated her services w.e.f. the 15th January, 1976 without holding any enquiry against her or serving any charge-sheet on her and that she was entitled to reinstatement with continuity of service and full back wage.

The management pleaded,—*vide* written statement filed by them that reference was bad in law for want of mention of the date of termination of services of the workwoman in the notice of demand. They further resisted the claim of the workwoman on the ground that she was not in their service since 1975 and that there was thus no relation ship of employer and employee between the parties in January, 1976 when her services were alleged to have been terminated. They set up a case that the workwoman resigned her job in January, 1975 and remained employed elsewhere since then and that she duly arrived at a settlement with them under section 18(i) of the Industrial Disputes Act with the intervention of one Shri Shiv Singh Tondon of INTUC whereby she received Rs. 155-75 in full and final settlement of all his claims.

The workwoman reiterated the allegations made by her in the claim statement and controverted the pleas of the management,—*vide* rejoinder filed by her with the result that the following issues were framed on pleas of the parties,—*vide* my order, dated the 17th November, 1976 :—

1. Whether the workwoman resigned her job in January, 1975 and was no longer in service of the management thereafter and as such the reference is bad in law ?
2. Whether the workwoman received Rs. 155-75 in full and final settlement of all her claims from the management concerned ?
3. In case of non proof of issue Nos. 1 & 2 whether the termination of services of Smt. Chhoto Devi was justified and in order ? If not, to what relief is she entitled ?

I have heard learned authorised representatives of the parties and seen the records. I, decide the issues as under :—

Issue Nos. 1 & 2

The management concerned examined one Shri Hardayal Singh Chauhan their Director and General manager MW-1 and Shri Kanwal Singh appearing on their behalf as their authorised representative MW-2 and brought on record resignation Ex. M-1, the settlement Ex. M-2 and receipt Ex. M-3. This is all the evidence led by them in this case.

Shri Hardayal Singh deposed that the workwoman concerned Smt. Chhoto Devi submitted resignation Ex. M-1 bearing his thumb impression before him on the 22nd January, 1975 and expressed that she want to resign the job and that she did not pass any orders on that date on this resignation and made an order Ex. M-1/A accepting the resignation the coupon on the next date in presence of the workwoman called by him. He added that he conveyed the order Ex. M-1/A of acceptance of the resignation to the workwoman immediately after he made the same in his own hand writing and under his signature, and that the parties arrived at a settlement Ex. M-2 reduced into writing and signed by them on the 19th May, 1976 in presence of Shri Kanwal Singh whereby the workwoman concerned agreed to receive Rs. 155-75 from the management in full and final settlement of all her claims against them including that of her reinstatement. He finally gave out that the workwoman duly received her dues payable to her under the settlement,—vide receipt Ex. M-3, and that she was recorded as having resigned her job in the register O-1 attendance of the employees with effect from 24th January, 1975. Shri Kanwal Singh stated that he witnessed the settlement Ex. M-2 arrived at between the workwoman and the management and that Smt. Chhoto Devi put her thumb impression at mark 'B' and Shri Hardayal Singh Chauhan signed it at mark 'A' in his presence.

The documents Exhibit. M-1, M-2 and M-3 all purport to bare the thumb impression of the workwoman concerned. Both the witnesses examined by the management are highly interested in, as much as, Shri Hardayal Singh MW-1 is their Director and General Manager and Shri Kanwal Singh is their authorised representative defending the case in this Court on their behalf. Their evidence has thus to be carefully and closely scrutinised. The management failed to get the disputed thumb impression appearing on documents on M-1 to M-3, compared with her admitted or proved thumb impression in order to establish, that the documents M-1 to M-3 actually bore her thumb impression. The evidence of Shri Hardayal Singh Chauhan and Shri Kanwal Singh being interested, the failure of the management to get the disputed thumb impression compared with the admitted or specimen thumb impression of workwoman, in my opinion leads to a presumption against them, that the documents Ex. M-1 to M-3 did not bear the thumb impression of the workwoman concerned.

Even assuming that the aforesaid documents bear her thumb impression the management are under a legal duty to establish that the workwoman put her thumb impression on these documents with full knowledge of contents of each one of them and after fully admitting the same to be correct. Shri Hardayal Singh admittedly did not know the name of the scribe of the resignation Ex. M-1 and no such person could thus be examined by the management to prove that the resignation was actually written and scribbled on the asking and at the desire of the workwoman concerned. No reasons could be explained as to why did Shri Hardayal Singh not make an order on the resignation Ex. M-1 on 22nd January, 1975 the date of its submission before him and why did he defer the matter of acceptance of the resignation on the next date. The presence of the workwoman concerned is admittedly not found recorded on 23rd January, 1975 before Shri Hardayal Singh Chauhan at the time of his making an order Ex. M-1/A and it is thus doubtful if she was actually present before him. In absence of mention of her presence in the order Ex. M-1/A on the other hand leads to an inference that she was not present before Shri Hardayal Singh on the 23rd January, 1975 and the acceptance of her resignation was not conveyed to her. It is further significant to note that Shri S. K. Jairath the only person allegedly signing the resignation Ex. M-1 as a witness, was not examined by the management concerned and this circumstance further leads to an inference beyond doubt that if examined he would have deposed against them. Shri S. S. Jhandu an attending witness of the settlement Ex. M-2 was not examined and the absence of any explanation on behalf of the management for their failure to do so further leads to a presumption that if examined he would not have supported their case. The best evidence is thus obviously found to have been withheld by the management and the interested evidence of Shri Hardayal Singh Chauhan and Shri Kanwal Singh cannot under the circumstances be relied upon particularly when the dispute thumb impression on the documents Ex. M-1 to M-3 remains unexplained and there is no mention of presence of the workwoman on the resignation Ex. M-1. The receipt Ex. M-3 is undated and there is no mention of the amount actually received by the workwoman in this receipt. The documents Ex. M-2, M-3 are both type written and the person who actually typed the same has not even been disclosed, much less examined. In view of all the aforesaid facts and circumstances of the case I am fully convinced that the resignation Ex. M-1, the settlement Ex. M-2 and the receipt Ex. M-3 are suspicious documents and the management has failed to establish that the workwoman concerned thumb marked each one of them with full knowledge and its contents and after admitting it to be correct.

The workwoman an illiterate woman emphatically denied the genuineness of the aforesaid documents,—vide her statement made by her as her own witness and expressly gave out that these had been fabricated by the management. It is otherwise improbable that she resigned her job of 12 years service without any valid reason and would receive only a sum of Rs. 155-75 in full satisfaction of all her claims of Gratuity, earned leave wages and other benefits. The submission of the resignation Ex. M-1 on the alleged ground of ill health of the workwoman without mention of her actual ailment thereintaken together with the circumstance of her being seemingly of good health when appearing as her own witness, further belies the whole story put forth by the management and lends credence to the pleas of the workwoman. I, am thus convinced that the case set up by the management is false and the documents Ex. M-1 to M-3 were fabricated by them in order to weed out the workwoman from service with ulterior motives of making undue gains. I, thus decide both these issues against the management concerned.

Issue No. 3.—

In view of my findings on issues No. 1 and 2 the termination of services of the workwoman by the management is obviously unjustified and she is entitled to be reinstated with continuity of service and full back wages. I, decide this issue accordingly and answer the reference while returning the award in these terms.

MOHAN LAL JAIN,

Dated the 4th November, 1977.

Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 2432, dated the 8th November, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

MOHAN LAL JAIN,

Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 17921-4Lab-77/29620.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana, is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and the management of M/s Marketing Committee, Bhiwani.

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 22 of 1974

*Between*SHRI GIG RAJ WORKMAN AND THE MANAGEMENT OF M/S MARKETING COMMITTEE,
BHIWANI

AWARD

By order No. ID/HSR/112-B-73/18220, dated 26th May, 1973, the Governor of Haryana referred the following dispute between the management of M/s Marketing Committee, Bhiwani, and its workman Shri Gig Raj, to this Court for adjudication, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

Whether the termination of services of Shri Gig Raj was justified and in order ? If not, to what relief is he entitled ?

The parties put in their appearance in this Court in response to the usual notices of reference sent to them and filed their pleadings.

The workman alleged, —*vide* claim statement filed by him, that on the management concerned forcing him to give 24 hours duty every day, he made a complaint to the Labour Inspector on 31st December, 1971, against them and that they felt aggrieved as a result of the complaint made by him and served on him a false charge-sheet and finally dismissed him from service illegally in September, 1972, without holding any enquiry and without affording him a reasonable opportunity to defend himself. He stated that the termination of his services being un-justified and illegal he was entitled to reinstatement with continuity of service and full back wages.

The management pleaded, —*vide* written statement filed by them that the workman was bound by the Civil Services Rules applicable to him and the reference made to this Court was illegal and not maintainable. They denied the allegations of the workman stated above and gave out that he was suspended for dereliction of duties and negligence committed by him and misbehaviour and that they on consideration of the report of the Enquiry Committee made against him, holding the aforesaid charges proved dismissed him from service according to law and that the termination of his services was fully justified.

The workman reiterated the allegations made by him in the claim statement and controverted the pleas of the management, —vide rejoinder filed by him with the result that the following issues were framed on pleas of the parties, —vide order, dated 6th June 1974 :—

- (1) Whether this Court has no jurisdiction to adjudicate upon the demand the subject matter of the present reference for reasons given in para No.1 of the written statement ?
- (2) Whether the termination of services of Shri Gig Raj was justified and in order ? If not, to what relief is he entitled ?

I have carefully gone through the written arguments filed by the management concerned and heard the workman. I, decide the issues as under :—

Issue No. 1.—

The mere circumstances that the workman is an employee of the State of Haryana does not legally render the reference bad in law, so long as the Marketing Committee of the State of Haryana of which he is an employee is an Industry and the dispute referred to this Court is an Industrial Dispute. I have thus obviously jurisdiction to adjudicate the dispute referred to me by the Government under section 10 of the Industrial Disputes Act and decide this issue against the management concerned.

Issue No. 2.—

The workman concerned was charged as under, —vide order dated 24th March, 1972, copy Exhibit M=11:—

- (a) That he absented himself from duty without permission on 21st July, 1971, 1st December, 1971 and 27th December, 1971.
- (b) That he misbehaved with the members of the Enquiry Committee and acted in an indisciplined manner on 23rd December, 1971.
- (c) That he absented himself from Jui fixed as the place of his headquarter during the suspension period.

The workman concerned denied the correctness of the charges, —vide his written reply dated 24th April, 1972, copy Exhibit M=12 submitted by him before the Enquiry committee. The Enquiry Committee without examining any witness or holding any enquiry in the presence of the workman concerned or giving him opportunity and adduce his defence evidence remained contented by holding the charges proved only on consideration of the reports of Shri Same Ram Hudda and material collected before the framing of the charges by the management concerned. It would thus appear that no proper enquiry was held into the charges framed against the workman.

As regards merits of the case I have carefully gone through the order of termination of services of the workman concerned copy Exhibit M=18. I do not find any reference of any rule, regulation or standing order therein under which the services of the workman had been terminated. The management has remained contented only by stating, that the services of the workman concerned were being terminated as a result of his absence from duty. The order copy Ex. M=18 thus well indicated that the management did not take into consideration the finding of the enquiry Committee relating to the misbehaviour of the workman, for justifying the termination of the service of the workman and dismissed him only as a result of his absence from duty. They did not even mention the dates or the period of absence of the workman from his headquarter in the aforesaid order. The order of termination of services of the workman is thus vague and indefinite not entitled to be relied on for holding it as legal and justified. Even otherwise it is doubtful that a temporary absence of the workman from his headquarter on the dates mentioned in the charge-sheet legally justified is dismissal. In absence of reference of any rule, regulation or Standing Orders under which the services of the workman were terminated in the order, dated 8th September, 1972, copy Exhibit M=18 I am on the other hand satisfied that the absence of the workman from duty on the dates mentioned in the charge-sheet did not legally justify or warrant his dismissal and termination of the services of the workman was therefore unjustified and not in order and he is entitled to reinstatement with continuity of service and full back wages. I, decide this issue accordingly and answer the reference while returning the award in these terms.

MOHAN LAL JAIN,

Dated the 31st October, 1977.

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 2427, dated the 8th November, 1977.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

MOHAN LAL JAIN,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

The 29th November, 1977

No. 18239-4Lab-77/30007 —In exercise of the powers conferred by section 35 of the Contract Labour (Regulation and Abolition) Act, 1970 (Central Act 37 of 1970) and with reference to Haryana Government Labour Department notification No. GSR. 166/CA-37/70/S-35/77, dated the 15th September, 1977, the Governor of Haryana, hereby makes the following rules to amend the Haryana Contract Labour (Regulation and Abolition) Rules, 1975, namely:—

- 1 These rules may be called the Haryana Contract (Regulation and Abolition) 'Amendment' Rules, 1977.
- 2 In the Haryana Contract Labour (Regulation and Abolition) Rules, 1975 hereinafter referred to as the said Rules), in rule 25 after clause (vii), the following clause shall be inserted, namely:—

“(viii) The licensee shall, within a period of fifteen days of the commencement and completion of each contract work, submit a return to the Inspector appointed under section 28 of the Act intimating the actual dates of the commencement or, as the case may be, completion of such contract work in form VI-A”.
3. In the said rules, in rule 81, after sub-rule (2), the following sub-rule shall be inserted, namely :—

“(3) Every principal employer shall, within a period of fifteen days of the commencement and completion of each contract work under each contractor, submit a return to the Inspector appointed under section 28 of the Act intimating the actual dates of the commencement or, as the case may be completion of such contract work in form VI-B”.
4. In the said rules, in form 1, in item 6, after sub-item (3), the following sub-item shall be inserted, namely :—

“(3) Estimated date of commencement of a each contract work under each contractor”.
5. In the said rules, after form VI, the following forms shall be inserted, namely :—

“FORM VI-A

[See rule 25 (viii)]

Notice of commencement/completion of contract work.

I/We, Shri/M/s— _____ hereby intimate that the contract
(Name and address of the contractor)
work _____ in the establishment of _____
(Name of work) (Name and address of principal employers)
for which licence No. _____, dated _____ has been issued
to me/us by the licensing Officer _____ on _____ (Date).
(Name of the headquarter)

Signature of the Contractor.

FORM VI-B

[See rule 81(3)]

Note of commencement/completion of contractor work,

1. Name of the principal employer and address :

2. Name and date of certificate of registration :

3. I/We hereby intimate that the contractor work given to _____ having licence No. _____, dated _____ has been commenced/completed with effect from _____ /on _____ (date).

Signature of the principal employer"

G. V. GUPTA, Secy.

PUBLIC WORKS DEPARTMENT
BUILDINGS AND ROADS BRANCH
CIRCLE FARIDABAD

The 22nd November, 1977

No. N.H. Cir/F. Bad/NH Way-2.—Whereas it appears to the Governor of Haryana that land is likely to be required to be taken by Government, at public expense, for a public purpose, namely, strengthening of pavement in Kms 50.00 to 61.00 and raising of road from Km 61.00 to 62.790 including the improvement of Palwal junction of Delhi-Mathura Road, N.H. 2 in Haryana (Job No. 170-HR-2), it is hereby notified that land in the locality described below is likely to be required for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894, to all whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana is pleased to authorise the officers for the time being engaged in the undertaking, with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested in the above land, who has any objection to the acquisition of any land in the locality may within thirty days of the publication of this notification, file an objection in writing before the Land Acquisition Collector, Haryana Public Works Department, Buildings and Roads Branch, Ambala Cantt.

SPECIFICATION

Serial No.	District	Tehsil	Locality	Area in acres	Remarks
1	Gurgaon	Palwal	Palwal	1.46	282 26, 6, 15, 2279, 16, 25 298 5, 2280
	Do	Do	Dholagarh	2.58	1 6, 15, 16, 28, 26, 29 3 2 21, 28 20, 21, 29 12 1, 10, 11, 20, 22 13 14 2, 9, 12 19

Serial No.	District	Tehsil	Locality	Area in acres	Remarks	
	Gurgaon	Palwal	Kuaupur	1.36	2	7
					22/1	2/1, 9/2, 12/1, 19, 22
					10	
					2, 9, 12, 19	
			Total	5.40		

(Sd.) . . .

Superintending Engineer,
National Highway Circle,
Faridabad.

CORRIGENDUM

The 29th November, 1977

No. S. E. P. W. D. B. & R. Branch, Rohtak/28RA-4/466,—Corrigendum Notification under section IV for the work of Constg. Nizampur Khetri Road to village Nepla in Mohindergarh District,—vide Notification No. S. E. P. W. D. B & R Branch, Rohtak No. 329, dated 18th March, 1975 as published in the *Haryana Government Gazette* on 25th March, 1975 at page 413.

The following correction/addition may please be read for the figures mention below:—

Wrong Khasra No published in the Gazette under section 4 at Page 413 dated 25th March, 1975.	Correct No. of Khasras which are to be published.
3	3
15/4, 1/1, 1/2, 10/1, 10/2, 11/1, 11/2, 20/1, 20/2, 20/3, 21, 22	5/3
6	4
3	11/2, 20/1, 20/2, 20/3, 21, 22
	6
	2

O. P. KAPUR,

Superintending Engineer,
Rohtak Circle, P.W.D., B. & R. Branch.

Denotification

Notification No. 28HA/63H/774, dated 19th February, 1976 published in State Gazetted, dated 2nd March, 1976 under section 4 of Land Acquisition Act for the constructing an approach road from D.H.S. road (village Sorkhi) to Sisar in Hissar District are hereby withdrawn.

(Sd.) . . .

Superintending Engineer,
Hissar Circle, P.W.D. B & R Branch,
Hissar.